

**Contract for Laboratory Services  
for the Stormwater Water Quality Program  
Contract Amendment #3**

**Date of Amendment: November 20, 2015**

This contract amendment "Amendment" is dated and entered into as of the 20th day of November, 2015 between Environmental Conservation Laboratories, Incorporated (ENCO), Incorporated) and the City of Durham ("City"). The City and the Contractor entered a contract for laboratory services on September 17, 2012. This contract is referred to as the "Original Contract". As part of the Original Contract, the City agreed to compensation up to \$65,000.00 dollars for laboratory services by ENCO or their subcontractors, for a period of one year. The contract is renewable for two additional years. Cost amendments to the contract are permitted not to exceed \$150,000.00, at the discretion of the City.

The Original Contract is hereby amended as follows:

**New Provision**

E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

**Scope of Work of Addendum.**

The Scope of Work has not been modified with this amendment.

**Compensation Amount**

The total compensation has not been modified with this amendment.

**Schedule**

Section 4. The contract period is extended by one additional year to October 30, 2016.

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ City Clerk \_\_\_\_\_ City Manager

Type or print name person signing for the City: \_\_\_\_\_

## ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract: \_\_\_\_\_

Title of the contract: \_\_\_\_\_

I, \_\_\_\_\_, a notary public, certify:

(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared before me

(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_

**Environmental Conservation Laboratories, Incorporated**

By: [Signature]  
Title of officer: PRESIDENT

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

State of Florida ACKNOWLEDGMENT BY CORPORATION  
County of Orange

I, a notary public in and for the aforesaid county and state, certify that

Randall Grubbs personally appeared before me this day and stated that he or she is

(strike through the inapplicable:) ~~chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of Environmental Conservations Laboratories, Incorporated, a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham.~~ This the 24<sup>th</sup> day of November, 2015.

My commission expires:

9/3/16

Lesia Sullivan

Notary Public



LESIA SULLIVAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE831822  
Expires 9/3/2016